



KIMMEL & SILVERMAN
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W. PENNSYLVANIA, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, (412) 566-1001

Please reply to **CORPORATE HEADQUARTERS**

April 4, 2013

VIA CERTIFIED MAIL

7012 3460 0002 0672 4710

Omni Credit Services of Florida, Inc.
4710 Eisenhower Blvd., St. A2
Tampa, FL 33634

Re: Bonnie Abraham v. Omni Credit Services of Florida, Inc.
Docket No. 3:13-cv-00843-UN4

Dear Sir/Madam:

Enclosed please find a copy of the above-referenced *Complaint* that has been filed against Omni Credit Services of Florida, Inc. in the United States Middle District Court of Pennsylvania.

A Waiver of Summons form has been included with the complaint. I am requesting that the Waiver of Summons form be signed and returned to me within thirty (30) days to save the costs of serving Omni Credit Services of Florida, Inc. with a judicial summons and an additional copy of the complaint.

Kindly submit the enclosed documents to your legal department.

Sincerely,

/s/ Craig Thor Kimmel

CRAIG THOR KIMMEL

CTK/kf
Enclosures

UNITED STATES DISTRICT COURT
for the
Middle District of Pennsylvania

<u>BONNIE ABRAHAM</u> <i>Plaintiff</i>)	
v. <u>OMNI CREDIT SERVICES OF FLORIDA, INC.</u> <i>Defendant</i>))
		Civil Action No. 3:13-cv-00843-UN4

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: OMNI CREDIT SERVICES OF FLORIDA, INC.

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (*give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States*) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 04/04/2013

/s/ Craig Thor Kimmel

Signature of the attorney or unrepresented party

CRAIG THOR KIMMEL, ESQUIRE

Printed name

30 E. Butler Pike
Ambler, PA 19002

Address

kimmel@creditlaw.com

E-mail address

215-540-8888

Telephone number

UNITED STATES DISTRICT COURT
 for the
 Middle District of Pennsylvania

<u>BONNIE ABRAHAM</u> <i>Plaintiff</i>)	}) Civil Action No. 3:13-cv-00843-UN4
v. <u>OMNI CREDIT SERVICES OF FLORIDA, INC.</u> <i>Defendant</i>	})	

WAIVER OF THE SERVICE OF SUMMONS

To: CRAIG THOR KIMMEL, ESQUIRE
(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 04/04/2013, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

**UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA**

COMPLAINT

BONNIE ABRAHAM (“Plaintiff”), by and through her attorneys, KIMMEL & SILVERMAN, P.C., alleges the following against OMNI CREDIT SERVICES OF FLORIDA, INC. (“Defendant”):

INTRODUCTION

1. Plaintiff's Complaint is based on the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA")

JURISDICTION AND VENUE

2. Jurisdiction of this court arises pursuant to 15 U.S.C. § 1692k(d), which states that such actions may be brought and heard before “any appropriate United States district court without regard to the amount in controversy,” and 28

1 U.S.C. § 1331 grants this court original jurisdiction of all civil actions arising
2 under the laws of the United States.
3

4 3. Defendant conducts business in the Commonwealth of Pennsylvania;
5 therefore, personal jurisdiction is established.

6 4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

7 **PARTIES**
8

9 5. Plaintiff is a natural person residing in Honesdale, Pennsylvania,
10 18431, at the time of the alleged harassment.

11 6. Plaintiff is a “consumer” as that term is defined in 15 U.S.C.
12 §1692a(3).
13

14 7. Defendant is a debt collection company with its principal office
15 located at 4710 Eisenhower Boulevard, Suite B3, Tampa, FL 33634.

16 8. Defendant is a “debt collector” as that term is defined by 15 U.S.C. §
17 1692a(6), and repeatedly contacted Plaintiff in an attempt to collect a debt.
18

19 9. Defendant acted through its agents, employees, officers, members,
20 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,
21 representatives, and insurers.
22

23 **FACTUAL ALLEGATIONS**
24

25 14. At all relevant times, Defendant was attempting to collect an alleged
consumer debt from Plaintiff.

1 15. The alleged debt at issue arose out of transactions, which were
2 primarily for personal, family, or household purposes.
3

4 16. Plaintiff never incurred any debt in connection with a business or
5 commercial activities, and therefore, the debt, if truly owed by her could have only
6 arisen from a financial obligation for primarily personal, family or household
7 purposes.
8

9 17. Beginning in January 2013, and continuing through February 2013,
10 Defendant repeatedly and continuously contacted Plaintiff on her home telephone
11 seeking and demanding payment of a consumer debt.
12

13 18. During the relevant period, Defendant called Plaintiff, on average, one
14 (1) to four (4) times a day.
15

16 19. Most recently, Defendant called Plaintiff four (4) times on February
17 11, 2013.
18

19 20. Upon information and belief, Defendant called Plaintiff on a repetitive
20 and continuous basis with the intent to harass Plaintiff into paying the alleged debt.
21

22 21. Additionally, during one of the parties' conversations, Plaintiff told
23 Defendant that she was unable to pay because she was unemployed and instructed
24 Defendant to stop calling her.
25

26 22. In response, Defendant's collector stated that it did not care that
27 Plaintiff was unemployed and threatened to keep calling her until she paid the debt.
28

23. Defendant did in fact continue to call Plaintiff on a repetitive and continuous basis after she instructed them to stop calling.

24. Finally, on at least one occasion, in response to Defendant's constant collection calls, Plaintiff hung up on Defendant only for Defendant to call her back immediately.

25. When calling Plaintiff immediately back after she had hung up on them, Defendant had the intent to annoy, abuse and harass her, as it knew or should have known that its collection calls were unwanted.

**DEFENDANT VIOLATED THE FAIR DEBT COLLECTION
PRACTICES ACT**

26. In its actions to collect a disputed debt, Defendant violated the FDCPA in one or more of the following ways:

COUNT I

- a. A debt collector violates §1692d of the FDCPA by engaging in conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.
 - b. A debt collector violates §1692d(5) of the FDCPA by causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number.

1 c. Here, Defendant violated §§1692d and 1692d(5) of the FDCPA by
2 repeatedly contacting Plaintiff one (1) to four (4) times a day, even
3 after she requested that it stop, with the intent to annoy, abuse or
4 harass Plaintiff.

6 **COUNT II**

7 27. Defendant's conduct, as detailed in the preceding paragraphs, violated
8 15 U.S.C. §1692f.

- 10 a. A debt collector violates §1692f of the FDCPA by using unfair and
11 unconscionable means to collect or attempt to collect any debt.
12 b. Here, Defendant violated §1692f of the FDCPA by using unfair
13 and unconscionable means to collect or attempt to collect a debt,
14 including relentlessly contacting Plaintiff despite having been told
15 that its calls were unwanted and calling her immediately back after
16 Plaintiff had disconnected the call.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, BONNIE ABRAHAM, respectfully prays for a
21 judgment as follows:

- 22 a. All actual damages suffered pursuant to 15 U.S.C. § 1692k(a)(1);
23 b. Statutory damages of \$1,000.00 for the violation of the FDCPA
24 pursuant to 15 U.S.C. § 1692k(a)(2)(A);

- 1 c. All reasonable attorneys' fees, witness fees, court costs and other
2 litigation costs incurred by Plaintiff pursuant to 15 U.S.C. §
3 1693k(a)(3); and
4
5 d. Any other relief deemed appropriate by this Honorable Court.

6 **DEMAND FOR JURY TRIAL**

7 PLEASE TAKE NOTICE that Plaintiff, BONNIE ABRAHAM, demands a
8
9 jury trial in this case.

10 RESPECTFULLY SUBMITTED,

11 DATED: 04/03/2013

12 KIMMEL & SILVERMAN, P.C.

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